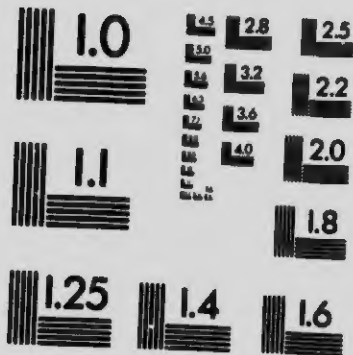


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*Carleton Bay*

NOVA SCOTIA COMPANIES ACT.

—  
COMPANY LIMITED BY SHARES.  
—

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

NOVA SCOTIA LAND COMPANY,  
LIMITED.

—  
HARRIS, HENRY & CAHAN,

SOLICITORS, ETC.

HALIFAX, N. S.

—  
HALIFAX, N. S.

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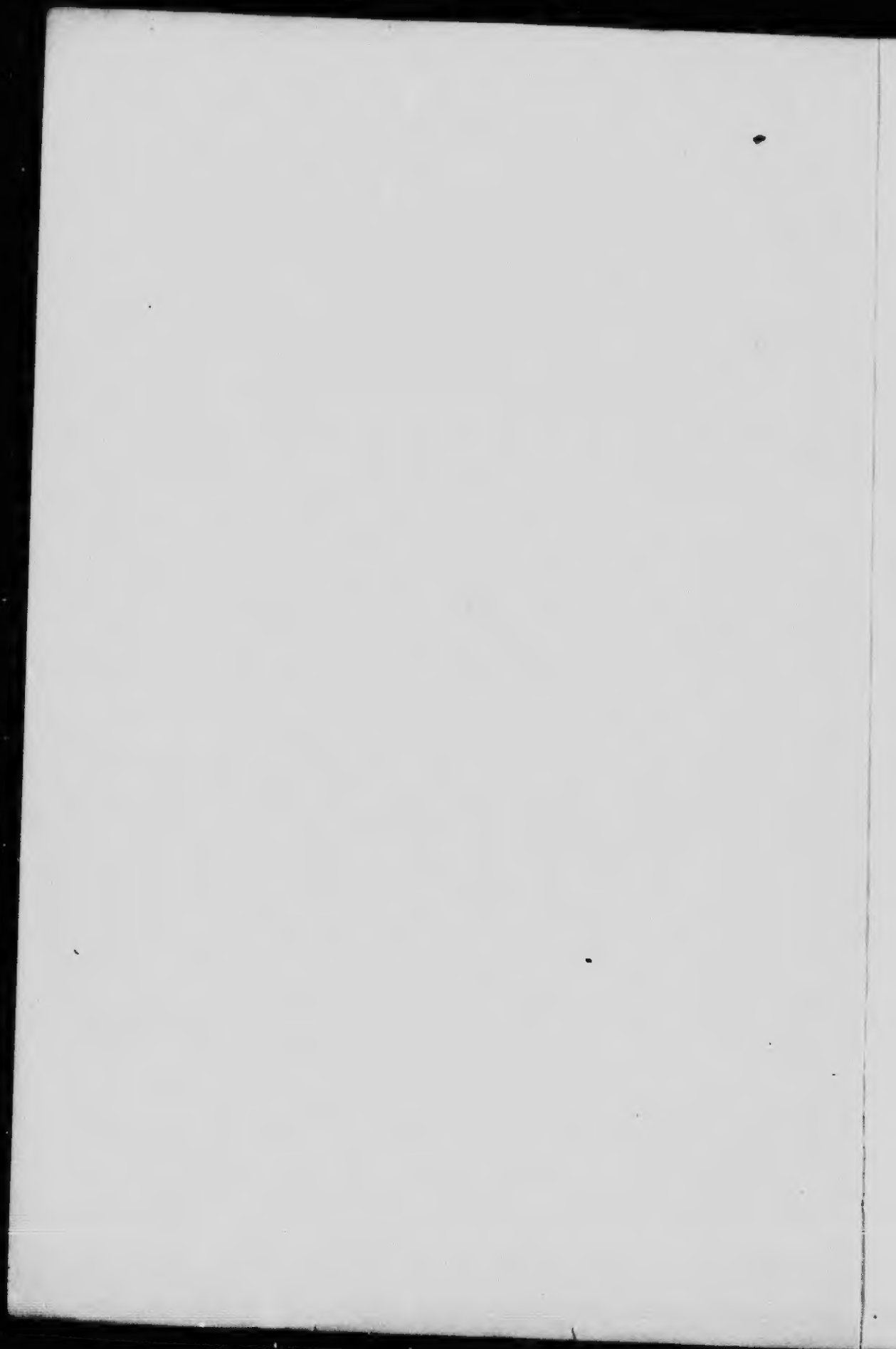
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NOVA SCOTIA COMPANIES' ACT.

**COMPANY LIMITED BY SHARES**

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**MEMORANDUM OF ASSOCIATION**

OF

**NOVA SCOTIA LAND COMPANY,  
LIMITED.**

=====

1. The name of the Company is "NOVA SCOTIA LAND Name.  
COMPANY, LIMITED."
2. The registered office of the Company will be situated Registered  
office.  
at Sydney Mines, in the Province of Nova Scotia.
3. The objects for which the Company is established are: Objects.
  - (a) To acquire, purchase, hold, sell, convey, mortgage, lease, cultivate, use, utilize and deal in real estate and personal property, and all interests and easements therein.
  - (b) To lay out, build and construct streets, sidewalks and roadways.
  - (c) To lay out, build and construct bridges over any waters not navigable, and to improve the natural scenery and advantages of land.
  - (d) To acquire, purchase, build, erect, maintain, hold, use, occupy, sell, convey, mortgage, lease, let or otherwise dispose of dwelling houses, hotels, shops, warehouses, stores and buildings of every description and kind.

- 4
- (e) To sell, mortgage or otherwise dispose of any of the property, franchises, rights or privileges of the Company.
  - (f) To lay out land for building purposes, and to build on, improve, let on building leases, sell or otherwise dispose of, and advance money to persons building on the land of the Company or land purchased from the Company, and to take security by way of mortgage thereon or otherwise for the purchase price or any part thereof, or for any such advance in such manner as may seem expedient to advance the interests of the Company.
  - (g) To develop and turn to account any land acquired by the Company or in which it is interested, and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, fitting up, and improving, buildings and conveniences, and by planting, paving, draining, farming, cultivating, letting on building lease, or building agreement, and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.
  - (h) To contribute to any object, fund, individual, municipality or association money or property for any street, square, park or other object of a public nature, or which in the opinion of the directors of the Company may be in the interests of the Company or its tenants, or any of them.
  - (i) To carry on any other business, whether manufacturing or otherwise, which may seem to the Company capable of being conveniently carried on in connection with the above, or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
  - (j) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
  - (k) To take, purchase or otherwise acquire, and hold shares in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as to directly or indirectly benefit this Company.

- (l) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit the tenants of the Company, or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general or useful object.
- (m) To promote any company, or companies for the purpose of acquiring all or any of the property and liabilities of this Company, or for any other purpose which may seem directly or indirectly to benefit this Company.
- (n) Generally to purchase, take on lease or in exchange, hire or otherwise acquire, any real and personal property, and any rights or privileges which the Company may think necessary or convenient for the purposes of its business, and in particular any land, buildings, easements, franchises, machinery plant and stock-in-trade.
- (o) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined. To lend money to such persons and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to guarantee the performance of contracts by any such persons.
- (p) To borrow or raise or secure the payment of money in such other manner as the Company shall think fit, and in particular by the issue of bonds or debentures, or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future) including its uncalled capital, and to redeem or pay off any of such securities.
- (q) To remunerate any person or company for services rendered, or to be rendered, in placing or assisting to place or guaranteeing the placing of any of the shares of the Company's capital, or any debentures or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (r) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, bonds, debentures, and other negotiable or transferable instruments.



- (s) To sell, mortgage, lease or otherwise dispose of the undertaking of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this Company.
- (t) To obtain any provisional or other order or act or ordinance for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (u) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with, all or any of the property and rights of the Company.
- (v) To do all such other things as are incidental or conducive to the attainment of the above objects.
- (w) To amalgamate with any other company having objects altogether or in part similar to those of this Company.
- (x) To distribute any of the property of the Company in kind among the members.
- (y) And it is hereby declared that the intention is that the objects specified in each paragraph of this clause shall, except where otherwise explained in such paragraph, be in no wise restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

Limited  
liability.

4. The liability of the members is limited.

Capital.

5. The capital of the Company is one hundred thousand dollars divided into one hundred thousand shares of one dollar each, with power to divide the shares in the capital for the time being into several classes, and to attach thereto respectively any preferential deferred, qualified or special rights, privileges or conditions.

Subscription.

6. That the several persons whose names and addresses are subscribed hereto are desirous of being formed into a company in pursuance of this memorandum of association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.



Names, Addresses and Description of Subscribers.	Number of Shares taken by each Subscriber.
(Sgd) JOHN F. STAIRS, of Halifax, N. S., Merchant ...	One
ROBT. E. HARRIS, of Halifax, N. S., Barrister ...	One.
J. WALTER ALLISON, of Halifax, N. S., Merchant	One.
JOHN MACNAB, of Halifax, N. S., Merchant.....	One.
GEORGE STAIRS, of Halifax, N. S., Merchant ....	One.

Witness to signature of John F. Stairs, Robert E. Harris  
and John Macnab,

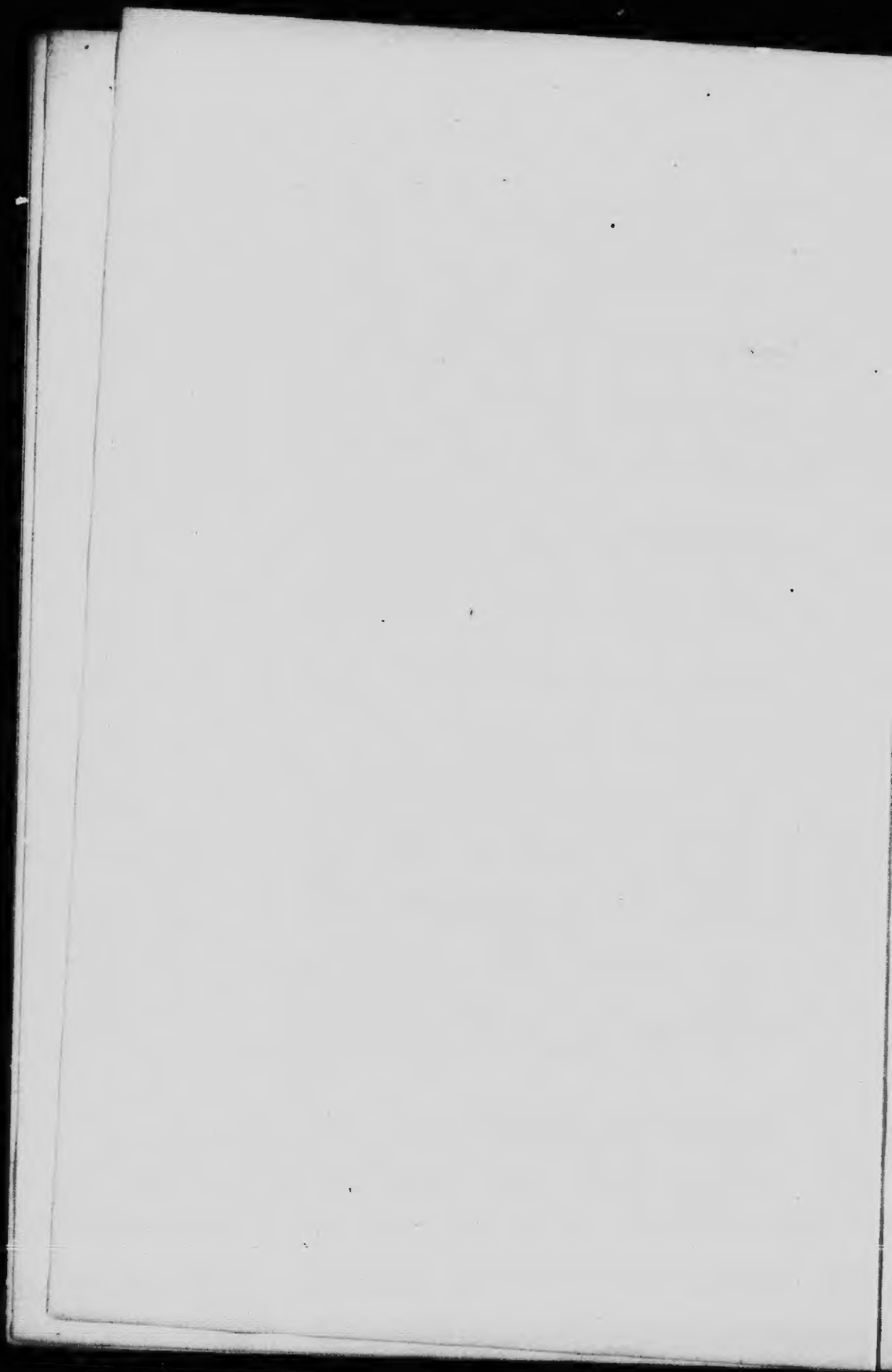
REGINALD V. HARRIS.

Witness to signature of J. Walter Allison,

JOHN WOOD.

Witness to signature of George Stairs,

ROBT. E. HARRIS.



**NOVA SCOTIA COMPANIES' ACT.**

**COMPANY LIMITED BY SHARES.**

**ARTICLES OF ASSOCIATION**

**OF**

**NOVA SCOTIA LAND COMPANY,  
LIMITED**

1. The marginal notes hereto shall not affect the construction hereof, and in these presents, unless there be something in the subject or context inconsistent therewith:— Interpretation

"The Directors," "board" and "board of directors" mean the Directors of the company for the time being.

"The Office" means the registered office for the time being of the company.

"The Register" means the register of members to be kept pursuant to Section 55 of the Nova Scotia Companies' Act.

"These Presents" means and includes these articles of association and any modification or alteration thereof for the time being in force.

"Month" means calendar month.

"In Writing" and "Written" include printing, lithography and other modes of representing or reproducing words in visible form.

Words importing the singular number only, include the plural number, and vice versa.

Words importing the masculine gender only, include the feminine gender.

Words importing persons include corporations.

Table "A" not  
to apply.

2. The regulations contained in Table "A" in the first schedule to the Nova Scotia Companies' Act, shall not apply to the company.

When business  
may be com-  
menced.

3. The business of the company may be commenced as soon after the incorporation of the company as the directors shall think fit, and notwithstanding that part only of the shares may have been allotted.

Allotment of  
shares.

4. The shares shall be under the control of the directors who may allot or otherwise dispose of the same to such persons, on such terms, and conditions, and at such times as the directors think fit.

Shares may be  
issued.

5. The company may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and the time of payment of such calls.

Installments  
shares to be  
duly paid.

6. If by the conditions of allotment of any share, the whole or part of the amount or issue price thereof shall be payable by instalments, every such instalment shall, when due, be paid to the company by the person who for the time being shall be the registered holder of the share.

Liability of joint  
holders of  
shares.

7. The joint holders of a share shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such share.

Trust not  
recognized.

8. Save as herein otherwise provided, the company shall be entitled to treat the registered holder of any share as the absolute owner thereof, and accordingly shall not, except as ordered by a court of competent jurisdiction, or as by statute required, be bound to recognize any equitable or other claim to or interest in such share on the part of any person.

## CERTIFICATES.

Certificates.

9. The certificate of title to shares shall be issued under the seal of the company, and signed by its President and Secretary.

Members right  
to.

10. Every member shall on payment of twenty-five cents, or such less sum as the Company in general meeting prescribes, be entitled to one certificate for all the shares registered in his name. Every certificate of shares shall specify the number and denoting numbers of the shares in respect of which it is issued, and the amount paid up thereon.

11. If any certificate be worn out or defaced, then upon production thereof to the directors, they may order the same to be cancelled, and may issue a new certificate in lieu thereof; and if any certificate be lost or destroyed, then upon proof thereof to the satisfaction of the directors, and on such indemnity as the directors deem adequate being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate.

As to issue of new certificate in place of one defaced, lost or destroyed.

12. For every certificate issued under the last preceding clause, there shall be paid to the company the sum of twenty-five cents, or such smaller sum as the directors may determine.

13. The certificate of shares registered in the names of two or more persons shall be delivered to the person first named on the register.

To which of joint holders certificate to be issued.

### CALLS.

14. The directors may, from time to time, make such calls as they think fit upon the members in respect of all monies unpaid on the shares held by them respectively, and not by the conditions of allotment thereof made payable at fixed times, and each member shall pay the amount of every call so made on him to the persons and at the times and places appointed by the directors. A call may be made payable by instalments.

Calls.

15. A call shall be deemed to have been made at the time when the resolution of the directors authorizing such call was passed.

When call deemed to have been made.

16. Fourteen days notice of any call shall be given specifying the time and place of payment, and to whom such call shall be paid.

Notice of call.

17. If the sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof, the holder for the time being of the share in respect of which the call shall have been made or the instalment shall be due shall pay interest for the same at the rate of six dollars per centum per annum from the day appointed for the payment thereof to the time of the actual payment, or at such other rate as the directors may determine.

When interest on call or instalment payable.

18. The directors may, if they think fit, receive from any member willing to advance the same, all or any part of the money due upon the shares held by him beyond the sums actually called for; and upon the money so paid in advance, or so much thereof as from time to time exceeds the amount

Payment of calls in advance.

of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate as the member paying such sum in advance and the directors agree upon.

### FORFEITURE AND LIEN.

If call or instalment not paid notice may be given. 19 If any member fail to pay any call or instalment on or before the day appointed for the payment of the same the directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such member requiring him to pay the same, together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason of such non-payment.

Form of notice. 20. The notice shall name a day, not being less than fourteen days from the date of the notice, and a place or places or and at which such call or instalment and such interest and expenses aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.

If notice not complied with shares may be forfeited. 21. If the requisitions of any such notice as aforesaid are not complied with any shares in respect of which such notice has been given may, at any time thereafter, before payment of all calls or instalments, interest and expenses, due in respect thereof, be forfeited by a resolution of the directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

Notice after forfeiture. 22. When any share shall have been so forfeited notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture, with the date thereof shall be forthwith made in the register.

Forfeited share to become property of company. 23. Any share so forfeited shall be deemed to be the property of the Company, and the directors may sell, re-allot and otherwise dispose of the same in such manner as they think fit.

Power to annul forfeiture. 24. The directors may, at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.

25. Any member whose shares have been forfeited shall, notwithstanding, be liable to pay, and shall forthwith pay to the Company, all calls, instalments, interest and expenses, owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon, from the time of forfeiture until payment, at six dollars per centum per annum and the directors may enforce the payment thereof if they think fit.

Arrears to be paid notwithstanding forfeiture.

26. The Company shall have a first and paramount lien upon all the shares other than fully paid up shares registered in the name of each member whether solely or jointly with others for his debts, liabilities and engagements, solely or jointly with any other person, to or with the Company, whether the period for the payment, fulfillment or discharge thereof shall have actually arrived or not, and no equitable interest in any share shall be created except upon the footing and condition that clause nine hereof is to have full effect. And such lien shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares.

Company's lien on shares.

27. For the purpose of enforcing such lien, the directors may sell the shares subject thereto in such manner as they think fit, but no sale shall be made until such period as aforesaid, shall have arrived, and until notice in writing of the intention to sell shall have been served on such member, his executors or administrators, and default shall have been made by him or them in the payment, fulfillment or discharge of such debts, liabilities or engagements for seven days after such notice.

As to enforcing lien by sale.

28. The net proceeds of any such sale shall be applied in or towards satisfaction of the debts, liabilities or engagements, and the residue, if any, paid to such member, his executors, administrators or assigns.

Application of proceeds of sale.

29. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the directors may cause the purchaser's name to be entered in the register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings, or to the application of the purchase money, and after his name has been entered in the register in respect of such shares the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

Validity of sales under clauses 25 and 27.

30. The instrument of transfer of any share shall be signed both by the transferor and transferee, and the trans-

Execution of transfer, etc.



feror shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof.

Form of transfer.

31. The instrument of transfer of any share shall be in writing in the usual common form or in the following form, or as near thereto as circumstances will admit:

**NOVA SCOTIA LAND COMPANY, LIMITED.**

I, A. B., of \_\_\_\_\_ in consideration of the sum of \_\_\_\_\_ dollars, paid to me by C. D., of \_\_\_\_\_, hereinafter called the said transferor, do hereby transfer to the said transferee \_\_\_\_\_ shares numbered \_\_\_\_\_ to \_\_\_\_\_ inclusive, in the undertaking called Nova Scotia Land Company, Limited, to hold unto the said transferee, his executors, administrators and assigns, subject to the several conditions on which I held the same immediately before the execution hereof, and I, the said transferor, do hereby agree to take the said shares subject to the conditions aforesaid.

As witness our hands, the \_\_\_\_\_ day of \_\_\_\_\_

Witness to the signature of, etc. \_\_\_\_\_

In what cases directors may decline to register transfer.

32. The Directors may decline to register any transfer of shares upon which the Company has a lien, and in the case of shares not fully paid up, may refuse to register a transfer.

Transfer to be left at the office and evidence of title given.

33. Every instrument of transfer shall be left at the office for registration, accompanied by the certificate of the shares to be transferred, and such other evidence as the Company may require to prove the title of the transferor, or his right to transfer the shares.

Fee on transfer.

34. A fee of twenty-five cents shall accompany each application for the transfer of shares.

When transfer books and register may be closed.

35. The transfer books and register of members may be closed during such time as the Directors think fit, not exceeding in the whole thirty days in each year.

Transmission of registered shares.

36. The executors or administrators of a deceased member not being one of several joint holders shall be the only persons recognized by the Company as having any title to the shares, registered in the name of such member, and in case of the death of any one or more of the joint holders of any registered share, the survivors shall be the only persons recognized by the Company as having any title to or interest in such shares.

As to survivors.

37. Any person becoming entitled to shares in consequence of the death or bankruptcy of any member, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title as the Directors think sufficient, may, with the consent of the Directors, which they shall not be under any obligation to give, be registered as a member in respect of such shares, or may, subject to the regulations as to transfers, hereinbefore contained, transfer such shares. This clause is hereinafter referred to as "the transmission clause."

As to transfer of shares of deceased or bankrupt members.

Transmission.

### INCREASE AND REDUCTION OF CAPITAL

38. The Company in general meeting may, from time to time increase the capital by the creation of new shares of such amount as may be deemed expedient.

Power to increase capital.

39. The new shares may be issued upon such terms and conditions, and with such rights and privileges annexed thereto as the general meeting, resolving upon the creation thereof, shall direct, and if no direction be given as the directors shall determine, and in particular such shares may be issued with a preferential or qualified right to dividends, and in the distribution of assets of the company, and with a special or without any right of voting.

On what conditions new shares may be issued.

As to preference.

40. The Company in general meeting may, before the issue of any new shares, determine that the same, or any of them, shall be offered in the first instance to all the then members, in proportion to the amount of the capital held by them or make any other provisions as to the issue and allotment of the new shares, but in default of any such determination, or so far as the same shall not extend, the new shares may be dealt with as if they formed part of the shares in the original ordinary capital.

When to be offered to existing members.

41. Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered part of the original ordinary capital, and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien and otherwise.

How far new shares to rank with shares in original capital.

42. The Company may, from time to time, by special resolution, reduce its capital by paying off capital or cancelling capital which has been lost or is unrepresented by available assets, or reducing the liability on the shares, or otherwise, as may seem expedient, and capital may be paid off upon the footing that it may be called up again or otherwise. And the Company may also, by special resolution, sub-divide, or by ordinary resolution, consolidate its shares or any of them.

Redemption of capital, etc.

## BORROWING POWERS.

Power to borrow.

43. The directors may, from time to time, at their discretion, raise or borrow, or secure the payment of, any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so raised, borrowed or secured, shall not without the sanction of a general meeting, exceed the nominal amount of the capital. Nevertheless, no lender, or other person dealing with the Company shall be concerned to see or inquire whether this limit is observed.

Conditions on which money may be borrowed.

44. The directors may raise or secure the payment or repayment of such moneys in such manner and upon such terms and conditions in all respects as they think fit, and in particular by mortgages or by the issue of bonds, debentures or debenture stock of the Company, charged upon all or any part of the property of the Company, both present and future, including its uncalled capital for the time being.

Securities may be assignable free from equities.

45. Bonds, debentures, debenture stock and other securities may be made assignable, free from any equities between the Company and the person to whom the same may be issued.

Issue at discount, etc., or with special privileges

46. Any bonds, debentures, debenture stocks or other securities may be issued at a discount, premium or otherwise, and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of directors and otherwise.

Proper register to be kept

47. The directors shall cause a proper register to be kept in accordance with section 75 of the Nova Scotia Companies' Act, of the names, addresses and occupations of the Company's directors or managers.

## MEETINGS.

When first general meeting to be held

48. The first general meeting of the Company shall be held at such time and place, whether within or without the Province of Nova Scotia, as may be determined by the directors, but such meeting shall be held not later than four months after the registration of the memorandum of association of the Company.

When subsequent meeting to be held.

49. Subsequent general meetings, shall be held at least once in every year, at such time and place, whether within or without the Province of Nova Scotia, as may be determined by the directors.

50. The directors may, whenever they think fit, and they shall upon a requisition made in writing by five or more members holding in the aggregate not less than one-fifth of the issued capital of the company, convene a special general meeting, to be held at such time and place as may be determined by the directors.

*When extraordinary meetings to be called.*

51. Any such requisition shall specify the object of the meeting required, and shall be signed by the members making the same, and shall be deposited either at the registered or any other office of the Company.

*Form of requisition for meeting.*

52. Seven clear days notice, specifying the place, day and hour of meeting, and in case of special business, the general nature of such business shall be given either by advertisement, or by notice sent by post, or otherwise served as hereinafter provided, and with the consent, in writing, of all the members, a meeting may be convened by shorter notice and in any manner they think fit. Where it is proposed to pass a special resolution, the two meetings may be convened by one and the same notice, and it shall be no objection to such notice that it only convenes the second meeting contingently on the resolution being passed by the requisite majority at the first meeting.

*Notice of meeting.*

53. The accidental omission to give any such notice to any of the members shall not invalidate any resolution passed at any such meeting.

*As to omission to give notice.*

## PROCEEDINGS AT GENERAL MEETINGS.

54. The business of a general meeting, other than the first one, shall be to receive and consider the profit and loss account, the balance sheet, and the report of the directors and of the auditors, to elect directors and other officers in the place of those retiring, to declare dividends, and to transact any other business which under these presents ought to be transacted at a general meeting. All other business transacted at a general meeting, and all business transacted at a special meeting shall be deemed special.

*Business of ordinary meeting.*

*Special business.*

55. Two members personally present shall be a quorum for a general meeting for the choice of a chairman, the declaration of a dividend, and the adjournment of the meeting. For all other purposes the quorum for a general meeting, shall be members personally present not being less than three in number, and holding, or representing by proxy, not less than one-tenth part of the issued capital of the company. No business shall be transacted at any general meeting unless the quorum requisite be present at the commencement of the business.

*Quorum.*

*Chairman of  
general meeting.*

56. The chairman of the directors shall be entitled to take the chair at every general meeting, or if there be no chairman, or, if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting, the members present shall choose another director as chairman, and, if no director be present, or if all the directors present decline to take the chair, then the members present shall choose one of their number to be chairman.

*When, if quorum  
not present,  
meeting to be  
dissolved, and  
when to be  
adjourned.*

57. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon such requisition as aforesaid, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week, at the same time and place, and if at such adjourned meeting a quorum is not present those members who are present shall be a quorum, and may transact the business for which the meeting was called.

*How questions  
to be decided at  
meetings;  
casting vote.*

58. Every question submitted to a meeting shall be decided, in the first instance, by show of hands, and in the case of an equality of votes the chairman shall, both on show of hands and at the poll, have a casting vote in addition to the vote or votes to which he may be entitled as a member.

*What it is to be  
evidence of the  
passing of a  
resolution where  
poll not  
demanded.*

59. At any general meeting unless a poll is demanded by the chairman or by at least five members, or by a member or members holding or representing by proxy or entitled to vote in respect of at least one-tenth part of the capital represented at the meeting, a declaration by the chairman that a resolution has been carried, or carried by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the book of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favor of or against such resolution.

*Poll.*

60. If a poll is demanded as aforesaid, it shall be taken in such manner and at such time and place as the chairman of the meeting directs, and either once, or after an interval or adjournment, or otherwise, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand of a poll may be withdrawn.

*Power to adjourn  
general meeting.*

61. The chairman of a general meeting may, with the consent of the meeting, adjourn the same from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

*In what case poll  
taken without  
adjournment.*

62. Any poll duly demanded on the election of a chairman of a meeting, or any question of adjournment, shall be taken at the meeting, and without adjournment.

65. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded. Business may proceed notwithstanding demand of poll.

### VOTES OF MEMBERS.

66. On a show of hands every member present in person shall have one vote, and upon a poll every member present in person or by proxy shall have one for every share held by him. Where a corporation being a member is present by a proxy who is not a member, such proxy shall be entitled to vote for such corporation on a show of hands. Votes of members.

67. Where there are joint registered holders of any share or stock, any one of such persons may vote at any meeting, either personally or by proxy, in respect of such share as if he were solely entitled thereto; and if more than one of such joint holders be present at any meeting personally or by proxy, that one of the said persons so present whose name stands first on the register in respect of such share, shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased member in whose name any share stands shall for the purposes of this clause be deemed joint holders thereof. Joint holders.

68. Votes may be given either personally or by proxy. Proxies permitted.

69. The instrument appointing a proxy shall be in writing, under the hand of the appointor or of his attorney, or, if such appointor is a corporation, under its common seal, and shall be attested by one or more witnesses. No person shall be appointed a proxy who is not a member of the Company and qualified to vote, save that a corporation being a member of the Company may appoint as its proxy one of its officers, though not a member of the Company. Instrument appointing proxy to be in writing.

70. The instrument appointing a proxy shall be deposited at the registered office of the Company, not less than twenty-four hours before the time for holding the meeting or adjourned meeting, as the case may be, at which the person named in such instrument proposes to vote, but no instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution. And to be deposited.

71. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy or transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, revocation, or transfer shall have been received before the meeting at the registered office of the Company. When vote by proxy valid though authority revoked.

*Form of proxy.* 70. Every instrument of proxy, whether for a specified meeting or otherwise shall, as nearly as circumstances will admit be in the form or to the effect following:—

NOVA SCOTIA LAND COMPANY, LIMITED.

I, \_\_\_\_\_ of \_\_\_\_\_ in the county of \_\_\_\_\_ being a member of the Nova Scotia Land Company, Limited, hereby appoint \_\_\_\_\_ or failing him \_\_\_\_\_ of \_\_\_\_\_ or failing him \_\_\_\_\_ as my proxy, to vote for me and on my behalf at the general (or special general as the case may be) meeting of the Company to be held on the \_\_\_\_\_ day of \_\_\_\_\_ and at any adjournment thereof, or at any meeting of the Company which may be held within twelve months from the date hereof.

As witness my hand this \_\_\_\_\_ day of \_\_\_\_\_  
Signed by the said \_\_\_\_\_ in the presence of \_\_\_\_\_

DIRECTORS.

*Number of directors.* 71. Until otherwise determined by a general meeting the number of directors shall not be less than three nor more than seven.

*First directors.* 72. Until the first directors shall have been appointed the subscribers hereto shall be deemed for all purposes to be the directors, save that clause 78 hereof is not made to apply.

*Power for directors to appoint additional directors.* 73. The directors shall have power from time to time and at any time to appoint any other persons to be directors, but so that the total number of directors shall not at any time exceed the maximum number, fixed as above, and so that no such appointment shall be effective unless two-thirds of the directors concur therein.

*Qualifications of directors.* 74. Every director shall be a shareholder of the Company.

*Director may act before acquiring qualification.* 75. A director may be appointed and act before acquiring his qualification, but shall in any case acquire the same within three months from his appointment, and unless he shall do so, he shall be deemed to have vacated the office of director.

*Power for directors to retire.* 76. A director may retire from his office upon giving one month's notice in writing to the Company of his intention so to do, and such resignation shall take effect upon the expiration of such notice or its earlier acceptance.

*Remuneration of directors.* 77. The directors shall be paid out of the funds of the Company by way of remuneration for their services such



sums as the Company in general meeting may from time to time determine, and such remuneration shall be divided among them in such proportions and manner as the directors may determine.

78. The continuing directors may act notwithstanding any vacancy in their body, but so that if the number fall below the minimum above fixed, the directors shall not, except for the purpose of filling vacancies, act so long as the number is below the minimum. Directors may act notwithstanding vacancy.

79. The office of a director shall ipso facto be vacated:— When office of director to be vacated.

- (1) If he accepts or holds any other office under the Company except that of managing director, chairman, secretary or treasurer.
- (2) If he becomes bankrupt or insolvent or suspends payment, or compounds with his creditors.
- (3) If he is found lunatic or becomes of unsound mind.
- (4) If he ceases to hold the required amount of shares or stock to qualify him for office, or does not acquire the same within three months after election or appointment.
- (5) If by notice in writing to the Company he resigns his office.
- (6) If he be removed by resolution of the Company, as provided in clause 86 hereof.

80. No director shall be disqualified by his office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract or any contract, or arrangement entered into by or on behalf of the Company in which any director shall be in any way interested be avoided, nor shall any director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such director holding that office, or of the fiduciary relation thereby established, but it is declared that the nature of his interest must be disclosed by him at the meeting of the directors at which the contract or arrangement is determined on, if his interest then exists, or in any other case at the first meeting of the directors after the acquisition of his interest, and that no director shall as a director vote in respect of any contract or arrangement in which he is so interested as aforesaid; and if he do so vote his vote shall not be counted; Director may contract with company.

but this prohibition shall not apply to any contract by or on behalf of the Company to give to the directors or any of them any security by way of indemnity, and it may at any time or times be suspended or relaxed to any extent by a general meeting.

### ELECTION OF DIRECTORS, &c.

Retirement of directors.

81. At the general meeting to be held in the year A. D. 1905, and at every succeeding annual general meeting, all of the directors shall retire from office. A retiring director shall retain office until the dissolution of the meeting at which his successor is elected.

Retiring director eligible.

82. A retiring director shall be eligible for re-election.

Meeting to fill up vacancies.

83. The Company at every annual general meeting shall fill up the vacated offices by electing a like number of persons to be directors.

Retiring directors to remain in office till successors appointed.

84. If, at any general meeting, at which an election of directors ought to take place, no such election takes place, the retiring directors shall continue in office until the annual general meeting in the next year, and so on from year to year until their places are filled up, unless it shall be determined at such meeting to reduce the number of directors.

Power to increase or reduce number of directors.

85. The Company in general meeting may from time to time increase or reduce the number of directors, and may determine or alter their qualification.

Power to remove director.

86. The Company may, by special resolution, remove any director before the expiration of his period of office, and appoint another qualified person in his stead; and the person so appointed shall hold office during such time only as the director in whose place he is appointed would have held the same if he had not been removed.

Directors may fill up casual vacancies.

87. Any casual vacancy occurring among the directors may be filled up by the directors, but any person so chosen shall retain his office so long as the vacating directors would have retained the same if no vacancy had occurred.

### MANAGING DIRECTOR.

Power to appoint managing director.

88. The directors may from time to time, appoint one or more of their body to be Managing Director or Managing Directors of the Company, either for a fixed term or without any limitation as to the period for which he is or they are to

hold such office, and may from time to time remove or dismiss him or them from office and appoint another or others in his or their place or places.

89. A Managing Director shall, subject to the provisions of any contract between him and the Company, be subject to the same provisions as to resignation and removal as the other directors of the Company, and if he cease to hold the office of director from any cause he shall ipso facto and immediately cease to be a Managing Director. What provisions he will be subject to.

90. The remuneration of a Managing Director shall from time to time be fixed by the Directors, and may be by any of salary, or commission, or partition in profits, or by way of all these modes. Remuneration of managing director.

91. The directors may from time to time entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these presents by the directors as they may think fit, and may confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions, as they think expedient, and they may confer such powers, either collaterally with, or to the exclusion of, and in substitution for, all or any of the powers of the directors in that behalf, and may from time to time revoke, withdraw, alter, or vary all or any of such powers. Power and duties of managing director.

#### PROCEEDINGS OF DIRECTORS.

92. The directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit, and may determine the quorum necessary for the transaction of business. Meetings of directors and quorum.

93. Meetings of directors may be held either within or without this province, and unless otherwise provided twenty-four hours notice of such meeting shall be given. Place of meeting.

94. A director may at any time summon a meeting of the directors to be held at the registered office of the Company, and it shall not be necessary to give notice of such meeting to a director who is not a resident within, or who may at the time be without, the province of Nova Scotia. The chairman or a majority of the directors may at any time summon a meeting of directors to be held at the registered office of the Company. Meetings, how summoned.

95. Questions arising at any meeting shall be decided by a majority of votes, and in case of an equality of votes the chairman shall have a second or casting vote. How questions to be decided.

Chairman.

96. The directors may elect a chairman of their meetings and determine the period for which he is to hold office, but if no such chairman is elected, or if at any meeting the chairman is not present at the time appointed for holding the same, the directors present shall choose some one of their number to be the chairman of such meeting.

When acts of directors or committee valid notwithstanding defective appointment.

97. All acts done at any meeting of the directors, or of a committee of directors, or by any person acting as a director, shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director.

Resolution without board meeting valid.

98. A resolution in writing signed by all the directors, shall be as valid and effectual as if it had been passed at a meeting of the directors duly called and constituted.

Remuneration for extra services.

99. If any of the directors shall be called upon to perform extra services or to make any special exertions in going or residing abroad or otherwise for any of the purposes of the Company or the business thereof, the Company shall remunerate the directors or director so doing either by a fixed sum or by a percentage of profits or otherwise as may be determined, and such remuneration may be either in addition to or in substitution for his or their share in the remuneration above provided.

Committees of directors.

100. The directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit. Any committee so formed shall in the exercise of the powers so delegated, conform to any regulations that may be imposed on them by the directors.

Chairman of committee.

101. A committee may elect a chairman of their meeting. If no such chairman is elected, or if he is not present at the time appointed for holding the same, the members present shall choose one of their number to be chairman of such meeting.

Meetings and proceedings of committee.

102. A committee may meet and adjourn as they think proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in case of an equality of votes the chairman shall have a second or casting vote.

#### MINUTES.

Minutes to be made.

103. The directors shall cause minutes to be duly entered in books for that purpose:

- (1) Of all appointments of officers.
- (2) Of the names of the directors present at each meeting of the directors.
- (3) Of all orders made by the directors.
- (4) Of all resolutions and proceedings of general meetings and of meetings of the directors.

And any such minutes of any meeting of the directors or of the Company, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting shall be receivable as prima facie evidence of the matters stated in such minutes.

#### POWERS OF DIRECTORS.

104. The management of the business of the Company shall be vested in the directors, who in addition to the powers and authorities of these presents or otherwise expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company, and are not hereby, or by statute expressly directed or required to be exercised or done by the Company in general meeting, but subject nevertheless to the provisions of the statutes and of these presents, and to any regulations from time to time made by the Company in general meeting, provided that no regulation so made shall invalidate any prior act of the directors which would have been valid if such regulation had not been made.

General powers of company vested in directors.

105. Without prejudice to the general powers conferred by the last preceding clause and the other powers conferred by these presents, it is hereby expressly declared that the directors shall have the following powers, that is to say:—

Specific powers given to directors.

- (1) To take such steps as they think fit to carry into effect any agreement or contract made by or on behalf of the company. To carry agreements into effect.
- (2) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company. To pay preliminary expenses.
- (3) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire, and at such price and generally on such terms and conditions as they think fit. To acquire property.

To pay for property in shares, bonds, etc.

- (4) At their discretion to pay for any property, rights or privileges acquired by or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company, and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures, or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

To secure contracts by mortgage.

- (5) To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its unpaid capital for the time being, or in such other manner as they may think fit.

To appoint officers, etc.

- (6) To appoint and at their discretion remove or suspend such managers, secretaries, officers, clerks, agents, and servants for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties and fix their salaries or emoluments, and to require security in such instances and to such amounts as they think fit.

To appoint trustees.

- (7) To appoint any person or persons whether incorporated or not to accept and hold in trust for the Company any property belonging to the Company, or in which it is interested and for any other purposes, and to execute and do all such deeds and things as may be requisite in relation to any such trust, and to provide for the remuneration of any such trustee or trustees.

To bring and defend actions, &c.

- (8) To institute, conduct, defend, compound or abandon any legal proceedings by and against the Company, or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims or demands by or against the Company.

To refer to arbitration.

- (9) To refer any claims or demands by or against the Company to arbitration and observe and perform the award.

To give receipts.

- (10) To make and give receipts, releases and other discharges for money payable to the Company and for claims and demands of the Company.

## II

- (11) To determine who shall be entitled to sign bills, <sup>To authorize</sup> notes, receipts, acceptances, endorsements, cheques, <sup>acceptances, &c.</sup> releases, contracts and documents.
- (12) To invest and deal with any of the moneys of the <sup>To invest</sup> Company not immediately required for the purposes <sup>money.</sup> thereof, upon such securities and in such manner as they may think fit, and from time to time to vary or realize such investments.
- (13) To execute in the name and on behalf of the Com- <sup>To give security</sup> pany in favor of any director or any other person who <sup>by way of in-</sup> may incur or be about to incur any personal liability <sup>demnity.</sup> for the benefit of the Company, such mortgages of the Company's property, present and future, as they think fit, and any such mortgage may contain a power of sale, and such other powers, covenants and provisions as shall be agreed on.
- (14) To give to any person employed by the <sup>To give percent-</sup> Company, a commission on the profits of any par- <sup>ages.</sup> ticular business or transaction, or a share in the general profits of the Company, and such commission or share of profits shall be treated as part of the working ex- penses of the Company.
- (15) Before recommending any dividend to set aside <sup>To establish</sup> out of the profits of the Company such sums as they <sup>reserve fund.</sup> think proper as a reserve fund to meet contingencies, or for special dividends, or for repairing, improving and maintaining any of the property of the Company, and for such other purposes as the directors shall in their absolute discretion think conducive to the interests of the Company; and to invest the several sums so set aside upon such investments other than shares of the Company as they may think fit, and from time to time to deal with and vary such investments, and dispose of all or any part thereof for the benefit of the Company, and to divide the reserve fund into such special funds as they think fit, with full power to employ the assets constituting the reserve fund in the business of the Company, and that without being bound to keep the same separate from the assets.
- (16) From time to time to make, vary and repeal by-laws <sup>May make by-</sup> for the regulation of the business of the Company, its <sup>laws.</sup> officers and servants, or the members of the Company, or any section thereof.



May make contracts, &c.

(17) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise, for the purposes of the Company.

Local management.

(18) From time to time to provide for the management of the affairs of the company in such manner as they shall think fit.

### SECRETARIES.

Secretaries.

106. There shall be a Secretary of the Company for the performance of the duties of secretary, and such secretary shall from time to time be appointed by the directors.

Substitute.

107. The directors may appoint a temporary substitute for the secretary of the Company, who shall, for the purpose of these presents be deemed to be the secretary.

### DIVIDENDS.

Declaration of dividends.

108. The directors may from time to time declare dividends to be paid to the members in proportion to their shares.

Payable out of profits only.

109. No dividend shall be payable except out of the profits arising from the business of the Company, and no dividend shall carry interest as against the Company.

What to be profits.

110. The declaration of the directors as to the amount of the net profits of the Company shall be conclusive.

Debts may be deducted.

111. The directors may deduct from the dividends payable to any member all such sums of money as may be due and payable by him to the Company on account of calls, instalments or otherwise.

Effect of transfer.

112. A transfer of shares or stock shall not pass the right to any dividend declared thereon before the registration of the transfer.

Retention in certain cases.

113. The directors may retain the dividends payable upon shares or stock in respect of which any person is under the transmission clause entitled to become a member or which any person under that clause is entitled to transfer, until such person shall become a member in respect thereof or shall duly transfer the same.

Dividend to joint holders.

114. In case several persons are registered as the joint holders of any share or stock, any one of such persons may

give effectual receipts for all dividends and payments on account of dividends in respect of such share or stock.

115. Unless otherwise directed any dividend may be paid <sup>Payment by post.</sup> by a cheque on the bankers of the Company which shall be delivered to or sent by the secretary through the post to the registered address of the member entitled thereto, or in case of joint holders to the registered address of that one whose name stands first on the register in respect of the joint holding; and every cheque so sent shall be made payable to the order of the person to whom it is sent.

116. Notice of the declaration of any dividend, whether <sup>Notice of dividend.</sup> interim or otherwise shall be given to the holders of registered shares in the manner hereinafter provided.

### BOOKS AND ACCOUNTS.

117. A register of shareholders shall be kept at the office <sup>Registry of shareholders.</sup> of the Company in which shall be kept the particulars of the shares held by the shareholders.

### ACCOUNTS.

118. The directors shall cause true accounts to be kept of <sup>Accounts to be kept.</sup> the sums of money received and expended by the Company, and the matters in respect of which such receipt and expenditure takes place, and of the assets, credits and liabilities of the Company.

119. The books of account shall be kept at the registered <sup>Where to be kept.</sup> office of the Company, or at such other place or places as the directors think fit.

120. The directors shall from time to time determine <sup>Inspection by members.</sup> whether and to what extent, and at what times and place, and under what conditions or regulations, the accounts and books of the Company, or any of them shall be open to the inspection of the members; and no member shall have any right of inspecting any account or book or document of the Company, excepting as conferred by statute or authorized by the directors or by a resolution of the Company in general meeting.

121. Once at least in every year the directors shall lay <sup>Annual statement.</sup> before the Company in general meeting a statement of the income and expenditure for the past year, made up to a date not more than three months before such meeting.

122. The statement so made shall show, arranged under <sup>Form of statement.</sup> the most convenient heads, the amount of gross income, distin-

guishing the several sources from which it has been derived, and the amount of gross expenditure, distinguishing the expenses of the establishment, salaries and other like matters. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting, and in cases where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year, the whole amount of such item shall be stated, with the additions of the reasons why only a portion of such expenditure is charged against the income of the year.

Annual account and balance sheet.

123. At the ordinary meeting in every year but not at the first general meeting, the directors shall lay before the Company a profit and loss account, and a balance sheet, containing a summary of the property and liabilities of the Company made up to a date not more than four months before the meeting, from the time when the last preceding account and balance sheet was made up, or, in the case of the first account and balance sheet, from the incorporation of the Company.

Annual report of directors.

124. Every such balance sheet shall be accompanied by a report of the directors as to the state and condition of the Company, and as to the amount which they recommend to be paid out of the profits by way of dividend or bonus to the members, and the amount, if any, which they propose to carry to the reserve fund according to the provisions in that behalf hereinbefore contained, and the account, report and balance sheet shall be signed by two directors, and countersigned by the secretary.

Copy to be sent to members.

125. A copy of such account, balance sheet and report shall seven days previously to the meeting, be served on all registered holders of shares in the manner in which notices are hereinafter directed to be served.

## AUDIT.

Accounts to be examined annually.

126. Once at least every year the accounts of the Company shall be examined, and the correctness of the profit and loss account and balance sheet ascertained by one or more auditor or auditors.

Appointment and remuneration of auditors.

127. The first auditor or auditors shall be appointed by the directors, and subsequent auditors shall be appointed by the Company at the general meeting in each year. The remuneration of the first auditors shall be fixed by the directors, but of subsequent auditors by the Company in general meeting. Any auditor quitting office shall be eligible for re-election.

128. If one auditor only is appointed, all the provisions herein contained relating to auditors shall apply to him. Provision for case of single auditor.

129. The auditors may be members of the Company, but no person shall be eligible as an auditor who is interested otherwise than as a member of the Company in any transaction thereof, and no director or other officer shall be eligible during his continuance in office. Who ineligible as auditor.

130. If any casual vacancy occurs in the office of auditor, the directors shall forthwith fill the same. Casual vacancy.

131. The auditors shall be supplied with copies of the profit and loss account and balance sheet intended to be laid before the Company in general meeting several days, at least, before the meeting to which the same are to be submitted, and it shall be their duty to examine the same, with the accounts and vouchers relating thereto, and to report thereon. Auditors to report on account and balance sheet.

132. The auditors shall at all reasonable times have access to the books and accounts of the Company, and they may in relation thereto examine the directors or other officers of the Company. Inspection of auditors.

133. Every account of the directors, when audited and approved by a general meeting, shall be conclusive, except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period, the account shall forthwith be corrected and thenceforth shall be conclusive. When accounts to be deemed finally settled.

## NOTICES.

134. A notice may be served by the Company upon any member, either personally or by sending it through the post in a prepaid envelope or wrapper, addressed to such member at his registered place of address. How notice to be served on members.

135. As regards those members who have no registered place of address a notice posted up in the registered office of the Company shall be deemed to be well served upon them at the expiration of twenty-four hours after it is so posted up. Notices where no address.

136. All notices shall with respect to any registered shares to which persons are jointly entitled, be given to whichever of such persons is named first in the register, and notice so given shall be sufficient notice to all the holders of such shares. Notice to joint holders.

137. Any notice sent by post shall be deemed to be served on the day on which the envelope or wrapper containing the When notice by post deemed to be served.

same is posted, and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put into the post office with the postage prepaid thereon.

Transferees  
bound by prior  
notice.

138. Every person who, by operation of law, transfer or other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share which previous to his name and address being entered on the register shall be duly given to the person from whom he derived his title to such share.

Notice valid  
though member  
deceased.

139. Any notice or document so posted, up, or sent by post to or left at the registered address of any member in pursuance of these presents, shall, notwithstanding such member be then deceased, and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any registered shares, whether held solely or jointly with other persons by such member, until some other person be registered in his stead as the holder or joint holder thereof, and such service shall for all purposes of these presents be deemed a sufficient notice or document on his or her heirs, executors, or administrators, and all persons, if any, jointly interested with him or her in any such share.

How notice to  
be signed.

140. The signature to any notice to be given by the Company may be written or printed.

How time to  
be counted.

141. Where a given number of days notice or notice extending over any other period is required to be given, the day of service and the day upon which such notice will expire shall not be included in such number of days or other period.

### INDEMNITY.

Indemnity.

142. Every director, manager, secretary and other officer or servant of the Company shall be indemnified by the Company against, and it shall be the duty of the directors out of the funds of the Company to pay all costs, loss and expenses which any such officer or servant may incur or become liable to by reason of any contract entered into, or act or thing done by him as such officer or servant, or in any way in the discharge of his duties, including travelling expenses, and the amount for which such indemnity is proved shall immediately attach as a lien on the property of the Company and have priority as between the members over all other claims.

Individual re-  
sponsibility of  
directors.

143. No director or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other director or officer, or for joining in any receipts or other act for conformity, or for any loss or expense happening to the

Company through the insufficiency or deficiency of title to any property acquired by order of the directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects, shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same happen through his own dishonesty.

Names, Addresses and Description of Subscribers	Number of Shares taken by each Subscriber.
(Sgd.) JOHN F. STAIRS, of Halifax, N. S., Merchant ...	One.
ROBT. E. HARRIS, of Halifax, N. S., Barrister ...	One.
J. WALTER ALLISON, of Halifax, N. S., Merchant	One.
JOHN MACNAB, of Halifax, N. S., Merchant.....	One.
GEORGE STAIRS, of Halifax, N. S., Merchant ....	One.

Witness to signature of John F. Stairs, Robert E. Harris  
and John Macnab,

REGINALD V. HARRIS.

Witness to signature of J. Walter Allison,  
JOHN WOOD.

Witness to signature of George Stairs,  
ROBT. E. HARRIS.

[Corp.]

No. 136.

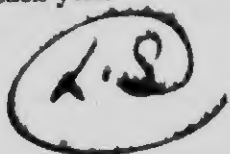


## Certificate of Incorporation.

I hereby certify, That the "NOVA SCOTIA LAND COMPANY, LIMITED," with a capital of One Hundred Thousand Dollars, divided into one hundred thousand shares of one dollar each, is this day incorporated under the Nova Scotia Companies' Act, and that the Company is Limited.

Given under my hand and seal at Halifax, this Twenty-Second day of February, One Thousand Nine Hundred and Four.

Fees, \$40.00, and a yearly fee of \$10.00 payable in January of each year.



F. W. DUNN,

*Registrar of Joint Stock Companies.*